



# UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office  
Address: COMMISSIONER FOR PATENTS  
P.O. Box 1450  
Alexandria, Virginia 22313-1450  
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/977,736	10/15/2001	Cynthia M. Merkin	16356.659 (DC-03234)	2868
27683	7590	01/04/2006	EXAMINER	
HAYNES AND BOONE, LLP 901 MAIN STREET, SUITE 3100 DALLAS, TX 75202			GLASS, RUSSELL S	
			ART UNIT	PAPER NUMBER
			3626	
DATE MAILED: 01/04/2006				

Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	<b>Application No.</b>	<b>Applicant(s)</b>	
	09/977,736	MERKIN ET AL.	
	<b>Examiner</b>	<b>Art Unit</b>	
	Russell S. Glass	3626	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

#### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

#### Status

- 1) ☒ Responsive to communication(s) filed on 15 October 2001.
- 2a) ☐ This action is FINAL. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

- 4) ☒ Claim(s) 1-57 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-57 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☒ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- \* See the attached detailed Office action for a list of the certified copies not received.

#### Attachment(s)

- |  |   |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)                        | 4) <input type="checkbox"/> Interview Summary (PTO-413)                     |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)               | Paper No(s)/Mail Date. _____  |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| Paper No(s)/Mail Date <u>10/15/01</u> .  | 6) <input type="checkbox"/> Other: _____                                    |

## **DETAILED ACTION**

### ***Oath/Declaration***

The oath or declaration is defective. A new oath or declaration in compliance with 37 CFR 1.67(a) identifying this application by application number and filing date is required. See MPEP §§ 602.01 and 602.02.

The oath or declaration is defective because it does not include the signature of Cynthia M. Merkin.

### ***Claim Objections***

1. Claims 12-16, 29-33, 45, 46, are objected to because a claim which depends from a dependent claim should not be separated by any claim which does not also depend from said dependent claim. It should be kept in mind that a dependent claim may refer to any preceding independent claim. In general, applicant's sequence will not be changed. See MPEP § 608.01(n).

### ***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

**2. Claims 1-4, 6, 7, 12, 21-24, 25, 27, 35-41, 49, 55, 57 are rejected under 35 U.S.C. 103(a) as being unpatentable over Osborn et al., (U.S. 6,182,048) in view of Bakoglu et al., (U.S. 5, 983,369).**

3. As per claim 1, Osborn discloses a method of upgrading a warranty including a plurality of components in a configuration, the method comprising:

- (a) receiving, by a warranty processor, a warranty upgrade request from the computer system, (Osborn, Fig. 1, 2, 4; col. 1, line 51-col. 3, line 65; col. 4, line 28-col. 5, line 40); and
- (b) determining, by the warranty processor, a warranty upgrade price dependent on the configuration information in the warranty upgrade request, (Osborn, Fig. 1, 2, 4; col. 1, line 51-col. 3, line 65; col. 4, line 28-col. 5, line 40).

Osborn fails to disclose a warranty upgrade request for a computer system including configuration information for the computer system. However, it would be obvious to one of ordinary skill in the art to apply the vehicle warranty upgrade and pricing method of Osborn to a computer system. Additionally, receiving configuration information for the computer system of a user, such information to be used for a variety of services, including warranties, is well known in the art as evidenced by Bakoglu, (Bakoglu, Abstract; col. 2, line 42-col. 3, line 14; col. 5, lines 60-65; col. 9, lines 5-55; col. 13, lines 13-57).

It would be obvious to one of ordinary skill in the art to combine Osborn and Bakoglu to create a method of upgrading the warranty of a computer system. The

Art Unit: 3626

motivation would be to track and service computer system warranties online, (Bakoglu, Abstract).

4. As per claim 2, Osborn fails to disclose a method wherein the warranty upgrade request includes a unique identification number corresponding to the computer system. However, such a method is well known in the art as evidenced by Bakoglu, (Bakoglu, Abstract; col. 2, lines 42-col. 3, line 14; col. 5, lines 60-65; col. 9, lines 5-55; col. 13, lines 13-57).

The obviousness and motivation to combine Osborn and Bakoglu is as provided in the rejection of claim 1 and incorporated herein by reference.

5. As per claim 3, Bakoglu fails to disclose a method wherein the warranty upgrade request is user-initiated. However, such a method is well-known in the art as evidenced by Osborn, (Osborn, Fig. 1, 2, 4; col. 1, line 51-col. 3, line 65; col. 4, line 28-col. 5, line 40).

The obviousness and motivation to combine Osborn and Bakoglu is as provided in the rejection of claim 1 and incorporated herein by reference.

6. As per claim 4, Bakoglu fails to disclose a method further comprising transmitting, by the warranty processor, a warranty upgrade price to the computer system. However, such a method is well-known in the art as evidenced by Osborn, (Osborn, Fig. 1, 2, 4; col. 1, line 51-col. 3, line 67; col. 4, line 28-col. 5, line 40).

The obviousness and motivation to combine Osborn and Bakoglu is as provided in the rejection of claim 1 and incorporated herein by reference.

Art Unit: 3626

7. As per claim 6, Bakoglu fails to disclose a method further comprising generating, by the warranty processor, a warranty authorization including a warranted configuration. However, such a method is well-known in the art as evidenced by Osborn, (Osborn, Fig. 1, 2, 4; col. 1, line 51-col. 3, line 67; col. 4, line 28-col. 5, line 40).

The obviousness and motivation to combine Osborn and Bakoglu is as provided in the rejection of claim 1 and incorporated herein by reference.

8. As per claim 7, Bakoglu fails to disclose a method further comprising transmitting, by the warranty processor, the warranty authorization to the computer system. However, such a method is well-known in the art as evidenced by Osborn, (Osborn, Fig. 1, 2, 4; col. 1, line 51-col. 3, line 67; col. 4, line 28-col. 5, line 40).

The obviousness and motivation to combine Osborn and Bakoglu is as provided in the rejection of claim 1 and incorporated herein by reference.

9. As per claim 12, Bakoglu fails to disclose a method further comprising the computer system receiving the warranty authorization. However, such a method is well-known in the art as evidenced by Osborn, (Osborn, Fig. 1, 2, 4; col. 1, line 51-col. 3, line 67; col. 4, line 28-col. 5, line 40).

The obviousness and motivation to combine Osborn and Bakoglu is as provided in the rejection of claim 1 and incorporated herein by reference.

10. As per claim 21, Bakoglu fails to disclose a method wherein the warranty upgrade price is determined using the replacement cost of a component in the configuration as a factor. However, such a method is well-known in the art as

Art Unit: 3626

evidenced by Osborn, (Osborn, Fig. 1, 2, 4; col. 1, line 51-col. 3, line 67; col. 4, line 28-col. 5, line 40; col. 5, line 62-64).

The obviousness and motivation to combine Osborn and Bakoglu is as provided in the rejection of claim 1 and incorporated herein by reference.

11. As per claim 22, Bakoglu fails to disclose a method wherein the warranty upgrade price is determined using a remaining amount of warranty time for a component in the configuration as a factor. However, such a method is well-known in the art as evidenced by Osborn, (Osborn, Fig. 1, 2, 4; col. 1, line 51-col. 3, line 67; col. 4, line 28-col. 5, line 40, col. 7, lines 32-40)(warranty time measured in days or miles).

The obviousness and motivation to combine Osborn and Bakoglu is as provided in the rejection of claim 1 and incorporated herein by reference.

12. As per claim 23, Bakoglu fails to disclose a method wherein the warranty upgrade price is determined using age of a component in the configuration as a factor. However, such a method is well-known in the art as evidenced by Osborn, (Osborn, Fig. 1, 2, 4; col. 1, line 51-col. 3, line 67; col. 4, line 28-col. 5, line 40)(make, model and year data constitutes age data for a covered component).

The obviousness and motivation to combine Osborn and Bakoglu is as provided in the rejection of claim 1 and incorporated herein by reference.

13. As per claim 24, Bakoglu fails to disclose a method wherein the warranty upgrade price is determined using reliability data of a component in the configuration as a factor. However, such a method is well-known in the art as evidenced by Osborn,

Art Unit: 3626

(Osborn, Fig. 1, 2, 4; col. 1, line 51-col. 3, line 67; col. 4, line 28-col. 5, line 40)(historical warranty policy data constitutes reliability data).

The obviousness and motivation to combine Osborn and Bakoglu is as provided in the rejection of claim 1 and incorporated herein by reference.

14. As per claim 25, Osborn discloses a method of upgrading a warranty including a plurality of components in a configuration, the method comprising:

- (a) sending, by the computer system, of a warranty upgrade request to a remote warranty processor, the warranty upgrade request including configuration information for the computer system, (Osborn, Fig. 1, 2, 4; col. 1, line 51-col. 3, line 65; col. 4, line 28-col. 5, line 40); and
- (b) receiving, by the computer system, of a warranty upgrade price determined by the warranty processor dependent on the configuration information in the warranty upgrade request, (Osborn, Fig. 1, 2, 4; col. 1, line 51-col. 3, line 65; col. 4, line 28-col. 5, line 40).

Osborn fails to disclose a warranty upgrade request for a computer system including configuration information for the computer system. However, it would be obvious to one of ordinary skill in the art to apply the vehicle warranty upgrade and pricing method of Osborn to a computer system. Additionally, receiving configuration information for the computer system of a user, such information to be used for a variety of services, including warranties, is well known in the art as evidenced by Bakoglu, (Bakoglu, Abstract; col. 2, line 42-col. 3, line 14; col. 5, lines 60-65; col. 9, lines 5-55; col. 13, lines 13-57).



The obviousness and motivation to combine Osborn and Bakoglu is as provided in the rejection of claim 1 and incorporated herein by reference.

15. As per claim 27, Bakoglu fails to disclose a method further comprising receiving, by the computer system, from the warranty server a warranty authorization including a warranted configuration describing the configuration to be warranted. However, such a method is well-known in the art as evidenced by Osborn, (Osborn, Fig. 1, 2, 4; col. 1, line 51-col. 3, line 67; col. 4, line 28-col. 5, line 40).

The obviousness and motivation to combine Osborn and Bakoglu is as provided in the rejection of claim 1 and incorporated herein by reference.

16. Claim 35 contains substantially the same limitations as claim 1 and is therefore the reasons for the rejection of claim 1 are incorporated herein by reference. A computer system is considered to be a configurable electrical device.

17. Claim 36 contains substantially the same limitations as claim 25 and is therefore the reasons for the rejection of claim 25 are incorporated herein by reference. A computer system is considered to be a configurable electrical device.

18. As per claim 37, Osborn discloses a warranty processing system comprising:

(a) a processor, for receiving a warranty upgrade request, the warranty upgrade request including configuration information, (Osborn, Abstract; Fig. 1, 2, 4; col. 1, line 51-col. 3, line 65; col. 4, line 28-col. 5, line 40); and

(b) a database, coupled to the processor, for storing warranty cost information for components included in the configuration information, the database providing the warranty cost information to the processor to enable the processor to determine a

Art Unit: 3626

warranty upgrade price dependent on the configuration information in the warranty upgrade request, (Osborn, Abstract; Fig. 1, 2, 4; col. 1, line 51-col. 3, line 65; col. 4, line 28-col. 5, line 40).

Osborn fails to disclose a warranty upgrade request for a remote configurable electrical device including configuration information for the remote configurable electrical device. However, it would be obvious to one of ordinary skill in the art to apply the vehicle warranty upgrade and pricing method of Osborn to a remote configurable electrical device. Additionally, receiving configuration information for a remote configurable electrical device of a user, such information to be used for a variety of services, including warranties, is well known in the art as evidenced by Bakoglu, (Bakoglu, Abstract; col. 2, line 42-col. 3, line 14; col. 5, lines 60-65; col. 9, lines 5-55; col. 13, lines 13-57) (a computer system is considered to be a remote configurable electrical device).

The obviousness and motivation to combine Osborn and Bakoglu is as provided in the rejection of claim 1 and incorporated herein by reference.

19. Claim 38 contains substantially the same limitations as claim 37 and is therefore the reasons for the rejection of claim 37 are incorporated herein by reference. A computer system is considered to be a configurable electrical device.

20. As per claim 39, Bakoglu discloses an electrical device comprising:

- (a) a configurable electrical portion, (Bakoglu, Fig. 2, 3; col. 5, line 7-col. 6, line 5);
- (b) a secure processor, coupled to the configurable electrical portion, (Bakoglu, Fig. 2, 3; col. 5, line 7-col. 6, line 5; col 13, lines 13-57); and

Art Unit: 3626

(c) a storage device, coupled to the secure processor, (Bakoglu, Fig. 2, 3; col. 5, line 7-col. 6, line 5).

Sending a warranty request including configuration information for the configurable electrical portion, and for receiving a warranty authorization including a warranted configuration; and storing the warranty authorization are statements of intended use and therefore fail to further limit the disclosed system. Furthermore, sending a warranty request and storing warranty authorization are well known in the art as evidenced by Osborn, (Osborn, Abstract; Fig. 1, 2, 4; col. 1, line 51-col. 3, line 65; col. 4, line 28-col. 5, line 40).

The obviousness and motivation to combine Osborn and Bakoglu is as provided in the rejection of claim 1 and incorporated herein by reference.

21. Claim 40 contains substantially the same limitations as claim 39 and is therefore the reasons for the rejection of claim 39 are incorporated herein by reference. A computer system is considered to be a configurable electrical device.

22. As per claim 41, Bakoglu discloses a method of registering the warranty of a computer system including a plurality of components in a configuration, the method comprising:

(a) monitoring, by the computer system, for a use of the computer system prior to warranty registration, (Bakoglu, Figs. 2, 3, 7, 8, 9; col. 5, line 7-col. 6, line 5; col. 7, line 19-col. 8, line 16; col. 9, lines 5-55; col. 13, lines 13-57)(reading hardware and software properties using interrogation software, software agents and factory-based identifiers is

Art Unit: 3626

considered to be equivalent to monitoring since it performs an identical function in substantially the same way and produces substantially the same results);

(b) sending, by the computer system, of a warranty registration request to a remote warranty processor, the warranty registration request including configuration information for the computer system, (Bakoglu, Fig. 2, 3, 7, 8, 9; col. 5, line 7-col. 6, line 5; col. 7, line 19-col. 8, line 16; col. 9, lines 5-55; col. 13, lines 13-57); and

(c) receiving, by the computer system, of a warranty authorization from the warranty processor, the warranty authorization including a warranted configuration describing the configuration to be warranted, (Bakoglu, Fig. 2, 3, 7, 8, 9; col. 5, line 7-col. 6, line 5; col. 7, line 19-col. 8, line 16; col. 9, lines 5-55; col. 13, lines 13-57).

Bakoglu fails to expressly disclose sending a warranty registration request when a use of the computer system prior to warranty registration is detected. However, this limitation would be obvious to one of ordinary skill in the art in view of Bakoglu. Bakoglu discloses a method that provides product registration, and uses interrogation software to validate warranties. It would be obvious that the interrogation software would invalidate an unregistered warranty, thus requiring warranty registration prior to use.

The obviousness and motivation to combine Osborn and Bakoglu is as provided in the rejection of claim 1 and incorporated herein by reference.

23. As per claim 49, Bakoglu discloses a method of registering the warranty of a computer system including a plurality of components in a configuration, the method comprising:

Art Unit: 3626

- (a) receiving, by a warranty processor, of a warranty registration request from the computer system, the warranty registration request including configuration information for the computer system, (Bakoglu, Figs. 2, 3, 7, 8, 9; col. 5, line 7-col. 6, line 5; col. 7, line 19-col. 8, line 16; col. 9, lines 5-55; col. 13, lines 13-57); and
- (b) sending, by the warranty processor, of a warranty authorization to the computer system, the warranty authorization including a warranted configuration describing the configuration to be warranted, (Bakoglu, Figs. 2, 3, 7, 8, 9; col. 5, line 7-col. 6, line 5; col. 7, line 19-col. 8, line 16; col. 9, lines 5-55; col. 13, lines 13-57).

Bakoglu fails to expressly disclose the warranty registration request being generated by the computer system when the computer system determines that a warranty has not yet been registered for the computer system. However, this limitation would be obvious to one of ordinary skill in the art in view of Bakoglu. Bakoglu discloses a method that provides product registration, and uses interrogation software to validate warranties. It would be obvious that the interrogation software would invalidate an unregistered warranty, thus requiring warranty registration prior to use.

The obviousness and motivation to combine Osborn and Bakoglu is as provided in the rejection of claim 1 and incorporated herein by reference.

24. Claim 55 contains substantially the same limitations as claim 49 and is therefore the reasons for the rejection of claim 49 are incorporated herein by reference. A computer system is considered to be a configurable electrical device.

25. Claim 57 contains substantially the same limitations as claim 49 and is therefore the reasons for the rejection of claim 49 are incorporated herein by reference. A

Art Unit: 3626

computer system is considered to be a configurable electrical device.

**26. Claims 8, 11, 13-17, 20, 28, 31-34, 42, 45-48, 50, 51, 54 are rejected under 35 U.S.C. 103(a) as being unpatentable over Osborn in view of Bakoglu and further in view of Olarig et al., (U.S. 6,032,257).**

27. As per claim 8, the collective system of Osborn and Bakoglu fails to disclose a method further comprising digitally signing by the warranty processor, the warranty authorization to provide a digitally signed warranty authorization. However, such a method is well-known in the art as evidenced by Olarig, (Olarig, Abstract, col. 2, line 56-col. 4, line 61).

It would be obvious to one of ordinary skill in the art at the time of the invention to add Olarig to the collective system of Osborn and Bakoglu. The motivation would have been to prevent warranty fraud, (Olarig, col. 4, lines 57-61).

28. As per claim 11, the collective system of Osborn and Bakoglu fails to disclose a method wherein the warranty authorization includes a unique identification number of the computer system. However, such a method is well-known in the art as evidenced by Olarig, (Olarig, Abstract, col. 2, line 56-col. 4, line 61).

The statement of obviousness and motivation to create the collective system of Osborn, Bakoglu and Olarig is as provided in the rejection of claim 8 and incorporated herein by reference.

29. As per claim 13, the collective system of Osborn and Bakoglu fails to disclose a method further comprising the computer system storing in secure storage information

Art Unit: 3626

contained in the warranty authorization. However, such a method is well-known in the art as evidenced by Olarig, (Olarig, Abstract, col. 2, line 56-col. 4, line 61).

The statement of obviousness and motivation to create the collective system of Osborn, Bakoglu and Olarig is as provided in the rejection of claim 8 and incorporated herein by reference.

30. As per claim 14, the collective system of Osborn and Bakoglu fails to disclose a method further comprising the computer system authenticating the digitally signed warranty authorization. However, such a method is well-known in the art as evidenced by Olarig, (Olarig, Abstract, col. 2, line 56-col. 4, line 61).

The statement of obviousness and motivation to create the collective system of Osborn, Bakoglu and Olarig is as provided in the rejection of claim 8 and incorporated herein by reference.

31. As per claim 15, the collective system of Osborn and Bakoglu fails to disclose a method further comprising the computer system storing the warranted configuration in secure storage if the warranted configuration matches the actual configuration, and otherwise rejecting the warranty authorization. However, such a method is well-known in the art as evidenced by Olarig, (Olarig, Abstract, col. 2, line 56-col. 4, line 61).

The statement of obviousness and motivation to create the collective system of Osborn, Bakoglu and Olarig is as provided in the rejection of claim 8 and incorporated herein by reference.

32. As per claim 16, the collective system of Osborn and Bakoglu fails to disclose a method further comprising the computer system comparing the warranted configuration

Art Unit: 3626

in the warranty authorization with the actual configuration of the computer system, and storing the warranty authorization in secure storage if the warranted configuration matches the actual configuration, and otherwise rejecting the warranty authorization. However, such a method is well-known in the art as evidenced by Olarig, (Olarig, Abstract, col. 2, line 56-col. 4, line 61).

The statement of obviousness and motivation to create the collective system of Osborn, Bakoglu and Olarig is as provided in the rejection of claim 8 and incorporated herein by reference.

33. As per claim 17, the collective system of Osborn and Bakoglu fails to disclose a method wherein a secure processor in the computer system performs the comparing and storing step. However, such a method is well-known in the art as evidenced by Olarig, (Olarig, Abstract, col. 2, line 56-col. 4, line 61).

The statement of obviousness and motivation to create the collective system of Osborn, Bakoglu and Olarig is as provided in the rejection of claim 8 and incorporated herein by reference.

34. As per claim 20, the collective system of Osborn and Bakoglu fails to disclose a method wherein the secure processor stores the unique identification number from the warranty authorization in the secure storage. However, such a method is well-known in the art as evidenced by Olarig, (Olarig, Abstract, col. 2, line 56-col. 4, line 61).



Art Unit: 3626

The statement of obviousness and motivation to create the collective system of Osborn, Bakoglu and Olarig is as provided in the rejection of claim 8 and incorporated herein by reference.

35. As per claim 28, Bakoglu fails to disclose a method further comprising the computer system receiving the warranty authorization, the warranty authorization including a warranted configuration describing the configuration to be warranted. However, such a method is well-known in the art as evidenced by Osborn, (Osborn, Fig. 1, 2, 4; col. 1, line 51-col. 3, line 67; col. 4, line 28-col. 5, line 40). The collective system of Osborn and Bakoglu fails to disclose a method further comprising receiving a digitally signed warranty authorization. However, such a method is well-known in the art as evidenced by Olarig, (Olarig, Abstract, col. 2, line 56-col. 4, line 61).

The statement of obviousness and motivation to create the collective system of Osborn, Bakoglu and Olarig is as provided in the rejection of claim 8 and incorporated herein by reference.

36. As per claim 31, the collective system of Osborn and Bakoglu fails to disclose a method wherein the warranty authorization includes a unique identification number of the computer system. However, such a method is well-known in the art as evidenced by Olarig, (Olarig, Abstract, col. 2, line 56-col. 4, line 61).

The statement of obviousness and motivation to create the collective system of Osborn, Bakoglu and Olarig is as provided in the rejection of claim 8 and incorporated herein by reference.

Art Unit: 3626

37. As per claim 32, the collective system of Osborn and Bakoglu fails to disclose a method further comprising the computer system authenticating the digitally signed warranty authorization. However, such a method is well-known in the art as evidenced by Olarig, (Olarig, Abstract, col. 2, line 56-col. 4, line 61).

38. As per claim 33, the collective system of Osborn and Bakoglu fails to disclose a method further comprising the computer system comparing the warranted configuration in the warranty authorization with the actual configuration of the computer system, and storing the warranty authorization in secure storage if the warranted configuration matches the actual configuration, and otherwise rejecting the warranty authorization. However, such a method is well-known in the art as evidenced by Olarig, (Olarig, Abstract, col. 2, line 56-col. 4, line 61).

The statement of obviousness and motivation to create the collective system of Osborn, Bakoglu and Olarig is as provided in the rejection of claim 8 and incorporated herein by reference.

39. As per claim 34, the collective system of Osborn and Bakoglu fails to disclose a method wherein a secure processor in the computer system performs the comparing and storing step. However, such a method is well-known in the art as evidenced by Olarig, (Olarig, Abstract, col. 2, line 56-col. 4, line 61).

The statement of obviousness and motivation to create the collective system of Osborn, Bakoglu and Olarig is as provided in the rejection of claim 8 and incorporated herein by reference.

Art Unit: 3626

40. Claim 42 contains substantially the same limitations as claim 8 and therefore the reasons for the rejection of claim 8 are incorporated herein by reference.

41. Claim 45 contains substantially the same limitations as claim 11 and therefore the reasons for the rejection of claim 11 are incorporated herein by reference

42. Claim 46 contains substantially the same limitations as claim 16 and therefore the reasons for the rejection of claim 16 are incorporated herein by reference

43. Claim 47 contains substantially the same limitations as claim 16 and therefore the reasons for the rejection of claim 16 are incorporated herein by reference.

44. Claim 48 contains substantially the same limitations as claim 17 and therefore the reasons for the rejection of claim 17 are incorporated herein by reference.

45. Claim 50 contains substantially the same limitations as claim 8 and therefore the reasons for the rejection of claim 8 are incorporated herein by reference.

46. Claim 51 contains substantially the same limitations as claim 11 and therefore the reasons for the rejection of claim 11 are incorporated herein by reference.

47. Claim 54 contains substantially the same limitations as claim 11 and therefore the reasons for the rejection of claim 11 are incorporated herein by reference.

**48. Claims 5, 9, 10, 26, 29, 30, 43, 44, 52, 53 are rejected under 35 U.S.C. 103(a) as being unpatentable over Osborn in view of Bakoglu and further in view of Wallis et al., (U.S. Pub. 2001/0051884).**

49. As per claim 5, the collective system of Osborn and Bakoglu fails to disclose a method further comprising receiving payment, by the warranty processor, of the

Art Unit: 3626

warranty upgrade price. However, such a method is well-known in the art as evidenced by Wallis, (Wallis, ¶¶ 14-19, 35-39, 46, 49; claims 6-8).

The obviousness and motivation to combine Osborn and Bakoglu is as provided in the rejection of claim 1 and incorporated herein by reference.

It would have been obvious to one of ordinary skill in the art at the time of the invention to add Wallis to the collective system of Osborn and Bakoglu. The motivation would have been to save consumers the inconvenience of having to personally enter the information required to administer the warranty, (Wallis, ¶ 6).

50. As per claim 9, the collective system of Osborn and Bakoglu fails to disclose a method wherein the warranty authorization includes warranty type information.

However, such a method is well-known in the art as evidenced by Wallis, (Wallis, ¶¶ 14-19, 35-39, 46, 49).

The statement of obviousness and motivation to combine Osborn, Bakoglu and Wallis is as provided in the rejection of claim 8 and incorporated herein by reference.

51. As per claim 10, the collective system of Osborn and Bakoglu fails to disclose a method wherein the warranty authorization includes warranty duration information.

However, such a method is well-known in the art as evidenced by Wallis, (Wallis, ¶¶ 14-19, 35-39, 46, 49).

The statement of obviousness and motivation to combine Osborn, Bakoglu and Wallis is as provided in the rejection of claim 8 and incorporated herein by reference.

52. As per claim 26, the collective system of Osborn and Bakoglu fails to disclose a method further comprising sending payment of the warranty upgrade price to the

Art Unit: 3626

warranty processor. However, such a method is well-known in the art as evidenced by Wallis, (Wallis, ¶¶ 14-19, 35-39, 46, 49; claims 6-8).

The statement of obviousness and motivation to combine Osborn, Bakoglu and Wallis is as provided in the rejection of claim 8 and incorporated herein by reference.

53. As per claim 29, the collective system of Osborn and Bakoglu fails to disclose a method wherein the warranty authorization includes warranty type information.

However, such a method is well-known in the art as evidenced by Wallis, (Wallis, ¶¶ 14-19, 35-39, 46, 49).

The statement of obviousness and motivation to combine Osborn, Bakoglu and Wallis is as provided in the rejection of claim 8 and incorporated herein by reference.

54. As per claim 30, the collective system of Osborn and Bakoglu fails to disclose a method wherein the warranty authorization includes warranty duration information.

However, such a method is well-known in the art as evidenced by Wallis, (Wallis, ¶¶ 14-19, 35-39, 46, 49).

The statement of obviousness and motivation to combine Osborn, Bakoglu and Wallis is as provided in the rejection of claim 8 and incorporated herein by reference.

55. Claim 43 contains substantially the same limitations as claim 9 and therefore the reasons for the rejection of claim 9 are incorporated herein by reference.

56. Claim 44 contains substantially the same limitations as claim 10 and therefore the reasons for the rejection of claim 10 are incorporated herein by reference.

57. Claim 52 contains substantially the same limitations as claim 9 and therefore the reasons for the rejection of claim 9 are incorporated herein by reference.

Art Unit: 3626

58. Claim 53 contains substantially the same limitations as claim 10 and therefore the reasons for the rejection of claim 10 are incorporated herein by reference.

**59. Claims 18, 19, 56 are rejected under 35 U.S.C. 103(a) as being unpatentable over Osborn in view of Bakoglu and further in view of Olarig and further in view of Wallis et al., (U.S. Pub. 2001/0051884).**

60. As per claim 18, the collective system of Osborn, Bakoglu, and Olarig fails to disclose a method wherein the secure processor stores warranty type information from the warranty authorization in the secure storage. However, such a method is well-known in the art as evidenced by Wallis, (Wallis, ¶¶ 14-19, 35-39, 46, 49).

The statement of obviousness and motivation to create the collective system of Osborn, Bakoglu and Olarig is as provided in the rejection of claim 8 and incorporated herein by reference.

It would have been obvious to one of ordinary skill in the art at the time of the invention to add Wallis to the collective system of Osborn, Bakoglu and Olarig. The motivation would have been to save consumers the inconvenience of having to personally enter the information required to administer the warranty, (Wallis, ¶ 6).

61. As per claim 19, the collective system of Osborn, Bakoglu, and Olarig fails to disclose a method wherein the secure processor stores warranty duration information from the warranty authorization in the secure storage. However, such a method is well-known in the art as evidenced by Wallis, (Wallis, ¶¶ 14-19, 35-39, 46, 49).

Art Unit: 3626

The statement of obviousness and motivation to create the collective system of Osborn, Bakoglu, Olarig and Wallis is as provided in the rejection of claim 18 and incorporated herein by reference.

62. Claim 56 contains substantially the same limitations as claim 18 and is therefore the reasons for the rejection of claim 18 are incorporated herein by reference. A computer system is considered to be a configurable electrical device.

### ***Conclusion***

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure is as follows: Rajagopalan, (U.S. 6,934,686); Yacoob, (U.S. 6,170,742); Baqai et al., (U.S. 5,410,726); Loveland, (U.S. 6,826,539); Binder; (U.S. 6,031,621); Li, (U.S. 6,609,050); Makhija et al., (U.S. 6,629,054).

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Russell S. Glass whose telephone number is 571-272-3132. The examiner can normally be reached on M-F 8-5.

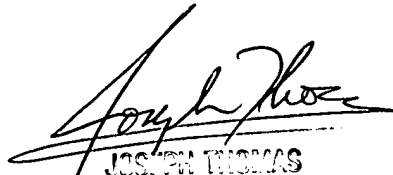
If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Joseph Thomas can be reached on 571-272-6776. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Art Unit: 3626

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

RSG  
12/07/05

ReSG.

  
JOSEPH THOMAS  
SUPERVISOR, ELECTRONIC BUSINESS  
TECHNOLOGY CENTER 3626